

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 1 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-NC-01-11949	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/16/01	6. REQUISITION/PURCHASE NUMBER PR-NC-01-11949
7. ISSUED BY (Hand Carried/Courier Address)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Contracts Management Division Admin Bldg Lobby, Alexander Dr. Research Triangle Park, NC 27709			Environmental Protection Agency Contracts Management Division 4930 Old Page Road, MD D143-01 Research Triangle Park, NC 27711		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 03:00 PM local time 12/17/01
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME DAVID A. DONNELLY	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Donnelly.dave@epa mail.gov.
		AREA CODE 919	NUMBER 541-7888	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(d) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park,- Financial Management Center (Mail Code D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(d)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)**

The fixed prices set forth in the unit price section (section B) are applicable fixed rates for the term of the contract.

Schedule

Basic Requirements
BASE PERIOD**BASE PERIOD (02/01/02 - 09/30/02)**

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0001	Environmental Research Center (Attachment A; Appendix I)	8	MO	_____	_____
0002	Human Studies Facility (Attachment A: Appendix II)	8	MO	_____	_____
0003	EPA New Facility (Attachment A: Appendix III)	8	MO	_____	_____
0004	Trailers at Jenkins Road (Attachment A: Appendix IV)	8	MO	_____	_____

OPTION PERIOD I (10/01/02 - 09/30/03)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0005	Environmental Research Center (Attachment A; Appendix I)	3	MO	_____	_____
0006	Human Studies Facility (Attachment A: Appendix II)	12	MO	_____	_____
0007	EPA New Facility (Attachment A: Appendix III)	12	MO	_____	_____
0008	Trailers at Jenkins Road	12	MO	_____	_____

(Attachment A: Appendix IV)

OPTION PERIOD II (10/01/03 - 09/30/04)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0009	Human Studies Facility (Attachment A: Appendix II)	12	MO	_____	_____
0010	EPA New Facility (Attachment A: Appendix III)	12	MO	_____	_____
0011	Trailers at Jenkins Road (Attachment A: Appendix IV)	12	MO	_____	_____

OPTION PERIOD III (10/01/04 - 09/30/05)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0012	Human Studies Facility (Attachment A: Appendix II)	12	MO	_____	_____
0013	EPA New Facility (Attachment A: Appendix III)	12	MO	_____	_____
0014	Trailers at Jenkins Road (Attachment A: Appendix IV)	12	MO	_____	_____

OPTION PERIOD IV (10/01/05 - 09/30/06)

CLIN	Description of Services	Qty	Unit	Unit Price	Total Price
0015	Human Studies Facility (Attachment A: Appendix II)	12	MO	_____	_____
0016	EPA New Facility (Attachment A: Appendix III)	12	MO	_____	_____
0017	Trailers at Jenkins Road (Attachment A: Appendix IV)	12	MO	_____	_____

OPTIONAL SERVICES (See Clause H.6)

CLIN	Description of Services	Qty	Unit	Unit Price
0018	Labor, Landscaping/Plant Replacement	1	HR	_____

(Attachment A, General Specifications)

0019	Materials	1	Lot <u>Not to Exceed</u> <u>amount to be determined</u> <u>at contract award</u>
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to

outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment# 1.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable

directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled Greening the Government through Waste Prevention, Recycling, and Federal Acquisition and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

USEPA ERC Building
86 Alexander Drive
RTP, NC 27709

USEPA Main Campus
109 Alexander Drive
RTP, NC 27711

USEPA, Chapel Hill
Human Studies Facility
104 Mason Farm Road,
Chapel Hill, NC

USEPA Trailer Site
Jenkins Road
RTP, NC

E.3 Contractors Failure to Perform Required Services**E.4 Government Quality Assurance**

(a) In accordance with the Inspection of Service - Fixed price clause, each phase of services rendered on this contract is subject to Government inspections both during the Contractor's operations and after completion of the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly and by written report to the Contractor Officer, shall address the corrective/preventive actions taken. The Government's QA Surveillance Program is not a substitute for Quality Control by the Contractor.

(b) The Project Officer may check the Contractor's performance and conduct any non-compliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

(c) The Government will reduce the contractor's invoice or otherwise withhold payment for any individual item of non-conforming service observed as specified in CONTRACTORS FAILURE TO PERFORM REQUIRED SERVICES clause.

E.5 Contractor Quality Control

(a) In accordance with the "FAR 52.246-4 Inspection of Services Fixed Price" Clause, the Contractor shall establish and maintain a complete Quality Control Program (QCP) that is acceptable to the Contracting Officer to assure the requirements of the contract are provided as specified. This system shall:

(1) Identify deficiencies in the quality of services performed throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

(2) Be implemented on the contract start date.

(b) Two (2) copies of the complete QCP shall be provided to the Contracting Officer for review and approval within 15 days after the contract start date (or as otherwise directed by the Contracting Officer), 15 days after start of Option periods and as changes to the program are proposed. The program shall include as a minimum:

(1) Specific areas to be inspected on either a scheduled or uncheduled basis and how inspections are to be conducted.

(2) The name(s) of the individual(s) tasked to perform the

quality control inspections, their qualifications and the extent of the authority.

(3) Procedures for written and verbal communication with the Government regarding the performance of the contract.

(4) Specific surveillance techniques for each contract service identified in the Performance Requirements Summary (PRS).

(5) Include a customer complaint feedback system, for correction of validated complaints and to inform the customer of corrections. At a minimum, the Customer Complaint System shall contain procedures for the customer to file complaints with the contractor, forms to be utilized by the customers, procedures of the complaint and feedback to the customer and the Government on the results and actions taken on the complaint.

(c) A file of all Quality Control Inspection, results and any corrective action required, shall be maintained by the Contractor throughout the term of this contract. This file shall be the property of the Government and made available to the Contracting Officer during regular hours. The shall be turned over to the Contracting Officer within (10) calendar days after completion or termination of the contract.

(d) The parties to this contract agree that the contractor, as a result of the contractual obligation to supervise the personnel furnished and oversee the quality of their performance, shall be conclusively presumed to have actual knowledge of work not performed and that therefore a written notice shall not be a prerequisite for reducing payment or assessing liquidated damages for non-performed service.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and submit all reports in compliance with Attachment No.1, Section I.1.

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from February 01, 2002 through September 30, 2002 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block ____ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The

degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

NONE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

Printing is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

Composition applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

Camera copy (or camera-ready copy) is a final document suitable for printing/duplication.

Desktop Publishing is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered printing. However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered printing.

Microform is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

Duplication means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such

as a negative or plate.

Requirement means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier

technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as Excellent.

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as Excellent.

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as Excellent.

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective

- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as Excellent.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after

consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for

summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000) DEVIATION

The Government has the option to extend the term of this contract for four additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The Period of Performance clause will be amended as follows to cover the Base and Option Periods:

<u>Period</u>	<u>Start date</u>	<u>End date</u>
Option I	10/01/02	09/30/03
Option II	10/01/03	09/30/04
Option III	10/01/04	09/30/05
Option IV	10/01/05	09/30/06

H.6 Optional Services

This clause is only applicable to Optional Services Clins indicated in section B. Those services described may be ordered by the Government at any time during the contract period. Upon notification of any required optional services, the contractor will submit proposals for review and negotiations to the Contracting Officer as requested by the Government. Proposals shall include at a minimum: number of labor hours (including total cost) proposed approach to the Government's requirement, and cost of materials. The proposal is to be submitted within ten (10) days of the Government's notice of the requirement to the contractor. Work shall not commence without proper modification to this contract. Materials shall be reimbursed based on actual incurred cost only. Supporting documentation for these cost is required when submitting invoices only actual labor worked shall be reimbursable.

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this

contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.10 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

A. Project Manager	_____
B. Supervisor	_____

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.11 Equipment and Machinery

The Contractor shall insure all employees, prime or subcontractor, operating any equipment and/or machinery during performance of this contract shall be free of alcohol and drugs which could impair the safe operation of the equipment and/or machinery.

H.12 Background Investigation

All employees shall have a pre-employment investigation conducted prior to entering on the duty for employment, and their personal qualifications must meet the Contractor's employment standards required for the position. This investigation shall include a search of local police files in the area of residence for the last five years and an inquiry of former employers and references. This investigation is to be conducted by the Contractor without additional cost to the government, and be available for review by the representative of the Contracting Officer. A summary of the results of this pre-employment investigation shall be furnished to the PO within 30 days of employee's entry on duty. An employee shall not be permitted to work without the employment investigation being completed.

H.13 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor s personnel. It is, therefore, in

the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under

this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.14 SAFETY AND HEALTH STANDARDS COMPLIANCE (GSA T013) (JUL 1994)

The contractor shall be responsible for the safety and health of individuals as follows:

(1) The Contractor maintains full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying adjacent areas. The Contractor holds the Government harmless against injury resulting from the failure on the Contractor's part, or on the part of the Contractor's employees or subcontractors to comply with any applicable safety or health regulation.

(2) If during the course of performance under this contract, the Contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs),

explosives, or radioactive materials, as specified in Subparts H and Z of 29 CFR 1910 or Federal Standard 313, the Contractor shall immediately inform the Contracting Officer of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these materials/substances.

(3) The Contractor shall not disturb known or suspected harmful materials/substances but will take responsible measures to prevent exposure to individuals, pending receipt of direction from the Contracting Officer. The Contracting Officer will coordinate any necessary action with the Contracting Officer's Technical Representative (COTR) and GSA's Public Buildings Service (PBS).

H.15 PERMITS (GSA T014) (JUL 1994)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, in connection with the performance of the contract.

H.16 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (RTP-H-1)

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

- (1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;
- (2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;
- (3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.; and
- (4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.17 GOVERNMENT HOLIDAYS (RTP-H-10)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

H.18 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.19 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

	Estimated Amount of
Subcontractor	Total Potential Subcontract

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted

in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-ASIDE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS DEVIATION
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 DEFINITIONS (FAR 52.202-1) (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means-

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that-

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means-

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has

engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the

valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989) DEVIATION

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed

to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c) (2) (ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6) (a) (1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c) (2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c) (2) of

this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the

wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this

clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage

required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.9 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

Commercial item , as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract , as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
-----	-----
1	Statement of Work
2	Inspection Form
3	Quality Assurance Plan
4	Invoice Preparation Instructions
5	Client Authorization Letter
6	Past Performance Questionnaire
7	Wage Determination

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (JAN 1997) ALTERNATE I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [Name of certifier], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), (ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

Signature of the Officer or Employee Responsible
for the Offer and date

Typed Name of the Officer or Employee Responsible
for the Offer

* Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced

contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an

individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and

does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this

offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]**

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) (A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAR 2001)
ALTERNATE I (OCT 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is NAICS NUMBER AND NAME.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it []is, []is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it []is, []is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it []is, []is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It []is, []is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It []is, []is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

Service-disabled veteran-owned small business concern --

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more

service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically

references section

8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam,

American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

Ownership, as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.12 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.13 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of

the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.14 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature:_____

Title : _____

Date : _____

K.15 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1) (FEB 1999) DEVIATION

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks has not may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.16 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)

A. Congressional district for offeror's place of business (as noted on the SF1411):

Congressional district for offeror's place(s) of performance:

B. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.237-1	APR 1984	SITE VISIT

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

L.4 Performance Based Incentives

Performance based incentives-disincentives are not currently available in the solicitation. These will be incorporated into the solicitation by amendment and will be non-negotiable.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Hand-Carried Address:

Environmental Protection Agency
Admin Bldg Lobby, Alexander Dr.
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency
Contracts Management Division (MD-33)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

[Insert one or more Internet addresses]

L.7 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

(b) Cost or pricing proposal instructions:

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b) (2) through (b) (7), if this information is

available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

- (i) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
 - (C) Major tasks, if required by the special instructions.
- (ii) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or

individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.

- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
 - (A) Individual's name;
 - (B) Annual salary and the period for which the salary is applicable;
 - (C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
 - (D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (overhead, general, and administrative expenses).

- (i) If your rates have been recently approved, include a copy of the rate agreement.
 - (ii) Submit supporting documentation for rates which have not been approved or audited.
- (4) Travel expense.
 - (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
 - (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.
- (5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.
- (6) Equipment, facilities and special equipment, including tooling.
 - (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
 - (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
 - (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
 - (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.
- (7) Other Direct Costs (ODC).
 - (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
 - (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect

cost and fee.

- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if

applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to

individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.11 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at 0830 AM on December 05, 2001 at:

USEPA ERC Building
Classroom #2
86 Alexander Dr.
RTP, NC 27709

Offerors planning to attend the conference should provide written notification to the contract specialist at least 3 business days prior to the conference date.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.13 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.14 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business HubZone

Percent of the set-aside: [100%]

(b) 8(a) Program: Not Applicable

**L.15 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND
SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's

actual increase or decrease in applicable wages and fringe benefits.

**L.16 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**Evaluation Factors for Award of Landscaping Contract****1. Past Performance: (40 points)**

Demonstrate successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work. Work which would be considered similar includes: Landscaping comparable in size and complexity to the services requested in this RFP. The operation(s) should be specifically identified, and information submitted must include the scope of operations and any other information you feel is

pertinent to establish your firm's capability to perform under this requirement. The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identified this attachment).

(Instructions: As discussed in the L Provision entitled Past Performance Information, offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contract with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the L Provision.)

NOTE: As discussed in the L Provision entitled Past Performance Information, if an offeror has no available past performance, a neutral rating of adequate (score=3) will be assigned for the past performance criteria.

2. Qualifications, Work Experience, and Availability of Proposed Key Personnel to Perform the Statement of Work Requirements: (25 points)

Demonstrate capability of proposed Key Personnel to perform the Statement of Work, as evidenced by work experience, education and demonstrated ability and availability.

Offerors shall submit resumes for each of those individuals who are proposed/designated as Key Personnel under this contract. Key Personnel are: Project Manager, Alternate Project Manager and Supervisor.

3. Knowledge and Approach to the Statement of Work: (25 points)

In responding to this RFP, each offeror's proposal must demonstrate a full and complete understanding of the requirements of the Statement of Work. The offeror must describe the plan to accomplish the scope of work, which includes, but is not limited to, the number of personnel for each site to accomplish the work. Also, the offeror must identify the equipment/supplies to be used to accomplish the Statement of Work. The offeror must demonstrate how it proposes to overcome problems to produce a comprehensive and well-coordinated program. An offeror's approach to conducting this support and overcoming any problems must be technically sound, logistically appropriate, and efficient.

4. Management Plan (10 points)

EPA will evaluate the clarity, conciseness and effectiveness of the offeror's (and any subcontractor's) management plans on the basis of the following elements. These elements are all considered equally essential to the success of the management plan and will not be separately scored.

- a. Specific plans and procedures for identifying, selecting and managing any

proposed subcontractors, to assure that their performance is of high quality, timely, and within the budget.

- b. If the proposed team is not currently employed by the offeror, the specificity and effectiveness of the offeror's plan to hire them and bring them up to speed on the work required will be evaluated. This plan should include letters of intent, as available, or specific evidence of similar past successful staffing efforts or other evidence of the likelihood of successfully hiring competent staff.
- c. Specific plans for assuring competent management of contractors staff.
- d. Specific plans for continuing to maintain full staffing and the organizational structure.

ATTACHMENT 1

STATEMENT OF WORK

ATTACHMENT A

General Specification for Landscaping Services
Environmental Protection Agency
Research Triangle Park and Chapel Hill, North Carolina

- Appendix I - Environmental Research Center
- Appendix II-Human Studies Facility
- Appendix III - New EPA Facility
- Appendix IV - Trailers at Jenkins Road

A. SCOPE OF WORK:

The contractor shall furnish all labor, materials, equipment, personnel, and supplies (except as otherwise specified herein) and otherwise do all things necessary to maintain the grounds at EPA, locations listed below, in a manner which enhances the appearance and cleanliness of the site as a whole. Work under this contract shall include, but is not necessarily limited to mowing, trimming, edging, fertilizing, liming, seeding, aerating, recycling yard waste, mulching, pest control, watering, tree and shrub pruning and trimming, weeding, and planting of new plants. Maintain wet detention pond, bioretention areas, storm drainage system, wetland pond, flower beds, wild flower areas, and policing grounds. The contractor must have successful landscaping experience including administrative experience at a level equivalent to that of this scope of work. The project manager shall have experience in all facets of landscaping as required by this statement of work. Appendices hereto set forth the areas to be serviced and are hereby made a part hereof.

B. SITES:

The contractor shall perform landscaping services at the following facilities. The facilities in the Research Triangle Park are located in Durham County and the facility in Chapel Hill is located in Orange County.

<u>Building</u>	<u>Location</u>
Environmental Research Center	86 Alexander Drive, RTP, NC
Human Studies Facility	104 Mason Farm Road, Chapel Hill, NC
EPA New Facility	109 Alexander Drive, RTP, NC
Trailer Site	Jenkins Road, RTP, NC

C. QUALITY REQUIREMENT:

The contractor shall be a registered landscape contractor and shall have been in the landscape business a minimum of five years, shall have on staff a person with experience in Landscape Horticulture Design, and all North Carolina Commercial Pesticide Applicator licenses. The contractor shall be a member in good

standing with two or more recognized landscape associations. The services performed under this contract shall be subject to inspection and acceptance by the Government. The contractor shall procure, at his own expense, necessary licenses and permits, and shall conform to all laws, regulations and ordinances applicable to performance of this contract.

D. OPERATING HOURS:

Work shall be performed, in a manner that will not interfere with the normal functioning of the EPA as a whole, between the hours of 6:00 a.m. to 8:00 p.m., Monday through Friday, except for legal public holidays. Work may be performed on Saturday and/or Sunday during the hours specified above if the Project Officer is notified in advance. Prior to performing work during hours other than those specified, the contractor shall obtain permission from the Project Officer. Requests to work during hours other than those specified shall be submitted no less than 24 hours prior to the time the Contractor desires to perform such work.

E. OZONE AWARENESS DAYS:

The NC Division of Air Quality provides daily air quality forecasts of ground-level ozone for the Asheville (Valleys and Ridge Tops), the Charlotte, and the Triangle regions of North Carolina from May through September. Forecasts can also be heard by dialing 1-888-RU4NCAIR. These alerts are normally posted to the web site by 3:00 p.m. for the following day. The contractor should either check the web site www.daq.state.nc.us/Ozone, listen to the local new/weather forecast for the Triangle Area or call the number provided above. Should an orange, red or purple day be forecasted the contractor shall not schedule any work requiring the use of gasoline powered tools and equipment until the alert has been lifted.

F. ADMINISTRATIVE/GENERAL REQUIREMENTS:

ID Cards:

Contractor personnel shall obtain an EPA contractor ID card within 7 days of commencing work. Contractor personnel shall prominently display their identification cards at all times while at the facility.

G. SUPERVISORY AND PERSONNEL REQUIREMENTS:

1. Project Manager/Alternate Project Manager:

- a. The contractor shall provide a Project Manager for oversight of the performance of the requirements of the SOW. The Project Manager shall be available for communications and coordination with the PO during regular government work hours and must also be available and "on-call" for emergency situations which may arise during non-regular work hours. The project manager shall be considered key personnel. This individual shall be responsible for the overall management, supervision, and coordination of this contract and shall act as the principal contractor representative to the PO and the Contracting Officer (CO) for the day-to-day administration of this contract. When contract work is being performed at times other than regular working hours, an individual must be designated to

act for the project manager. The designee shall be considered key personnel and subject to the same CO's review and approval as the Project Manager.

- b. The Contractor's project manager shall have full responsibility and authority to accomplish the tasks assigned in this statement of work. The contractor's project manager must be an individual of unquestioned integrity. The project manager shall have experience in all facets of landscaping as required by this statement of work. The manager and alternate shall be able to understand, speak, read and write the English language. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. In the event of a health or safety hazard the Project Manager or alternate shall return all calls from the Project Officer or Contracting Officer within thirty minutes during normal working hours (7:00 a.m. to 5:00 p.m.) Monday through Friday.

2. Supervisor:

A supervisor shall be at the EPA site at all times when work under this contract is being performed. The supervisor shall have a commercial pesticide applicators certification and a successful record of five years landscaping experience in a comparable position. The supervisor shall be considered key personnel and subject to the terms of the key personnel clause.

3. Qualifications of employees:

- a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.
- b. The personnel employed by the contractor shall be capable experienced employees, qualified in this type of work.
- c. The contractor shall insure any/all personnel who use pesticides, herbicides, fungicides, insecticides and equipment have received the proper safety training and are licensed as required by the local and state government.

H. SPECIFIC REQUIREMENTS

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- 1. The contractor shall require all employees to wear distinctive uniform clothing for ready identification and assure that every employee is in uniform.
 - 2. All employees shall have a pre-employment investigation conducted prior to entering on duty for employment, and their personal qualifications shall meet required employment standards. This investigation shall include a search of local police files in the area of residence for the last five years and an inquiry of former employers and references. This investigation is to be conducted by the contractor without additional cost to the government, and be available for review by the representative of the Contracting Officer. **A summary of the results of this pre-employment investigation shall be furnished to the PO.** An employee shall not be permitted to work without the employment investigation being completed.
 - 3. The contractor shall correct deficiencies and/or incomplete work within 48 hours after notification or provide written justification.
 - 4. Equipment used in performance of the contract shall not be scattered throughout the grounds or

around the buildings. Equipment shall be removed from the premises at the end of each business day and stored off the EPA premises. (Equipment may be stored at the ERC until ERC landscape requirements are removed from the contract or otherwise notified by the Project Officer.)

5. The Government will not be responsible for damage to and/or loss of Contractor's supplies, material, equipment, or Contractor's employees' personal belongings, occasioned by fire, theft, accident, or otherwise.
6. The Contractor may be called upon for advice on prevailing conditions and work necessary to correct deficiencies. The decision to do such work will be the decision of the Project Officer.
7. The Contractor shall insure that guards provided as safety features on equipment used under this contract are maintained in the prescribed position while equipment is in operation. The Contractor shall insure contract employees wear the necessary protective gear while performing work under this contract.

I. SCHEDULE OF WORK: _____

1. A detailed proposed schedule of work shall be submitted to the Project Officer each month, seven (7) days prior the beginning of the next month throughout the contract, for approval. Within ten (10) days following contract award, the Contractor shall submit to the Project Officer the first monthly schedule of work for approval. The Project Officer shall discuss with the Contractor any additions or deletions as deemed necessary. The tasks on each month's schedule must be acceptable to the Government Project Officer before work is begun for those tasks. The Contractor shall complete all items on the schedule of work by the end of each month and submit to the Project Officer a copy of the completed schedule, indicating the date when each item was begun and date completed.
2. The Project Manager or supervisor shall meet with the Project Officer weekly to discuss and review the prior weekly accomplishments. During this meeting between the Contractor and the Government Project Officer, completed work shall be inspected and acceptable work marked as approved on the monthly work schedule. Any items of work which are behind in schedule or are not being performed adequately will be pointed out to the Contractor. The Contractor may provide an explanation regarding this matter for Project Officer review. Corrections shall be made by the Contractor within 24 hours or as directed by the Project Officer to conform to contract requirements.

J. SUPPLIES, MATERIALS AND EQUIPMENT:

1. Unless otherwise stated, the contractor shall provide all supplies, materials, equipment and tools for the performance of the contract requirements. Materials and equipment shall be of the type and quality used in large-scale landscaping operations, and shall meet the requirements specified herein. A list and sample of the proposed supplies and materials to be used on the grounds shall be provided to the Project Officer for review and approval ten days following the contract award. All samples shall be marked to easily identify the sample. The list shall include the manufacturer's name, brand name, and statement certifying that supplies and materials meet or exceed contract requirements. A copy of the product Material Safety Data Sheet (MSDS) shall be provided to the Project Officer and shall contain information to assist in identifying products to ensure they meet the requirements relative to use of toxic chemicals, prior to application.
2. In the performance of this contract, the contractor shall use environmentally preferable products.

The contractor shall use Integrated Pest Management practices, which rely on cultural and natural practices to control pest problems which may be identified on the grounds. The use of chemicals, such as herbicides, insecticides, fungicides, shall be as a last resort only, and shall require specific approval by the Project Officer, prior to application.

3. Contractor shall utilize equipment and processes which minimize the use of gasoline emissions. All gasoline-powered equipment shall conform to emissions standards established by the California Air Resource Board for Small Off-Road Engines. Mowers shall be mulching-type mowers. Mower bags shall not be used for collecting clippings, except under special circumstances as approved in advance by the Project Officer. All equipment used in the performance of the specified services shall be maintained in good operating condition to ensure clean, even mowing of grass and to prevent scalping or rutting of grounds and damage to trees, shrubs and other property. The Contractor shall be responsible for maintenance and repair of all equipment used in the performance of the specified services. Equipment proposed for use on this project shall be approved in advance by the Project Officer.

K. WORK REQUIREMENTS:

1. Mowing and Trimming:
 - a. Grass shall be mowed and trimmed when it reaches a height of approximately 4-5 inches and cut to a height of not less than three (3) inches. Excessive amounts of clippings shall not be left on the lawn. They shall be collected and transported to the composting area.
 - b. Grass shall be trimmed back even with the edge of sidewalks and curbs after each mowing. Areas around trees, shrubs, building, etc., shall be trimmed to the same height of the mowing after each mowing.
 - c. An edger shall be used around sidewalks and concrete curbs once per month. At other times grass shall be trimmed back even with the edges of sidewalks, curbs, etc., with a hand or mechanical trimmer (such as a weed eater.)
 - d. Grass clippings that have accumulated on the sidewalk and around building entrances during mowing and trimming shall be removed immediately to prevent them from being tracked into the building.
2. Fertilizing: Application of fertilizer to grass areas shall be done to maintain the grass in a healthy condition. This is to promote aggressive grass growth with the intent to crowd out undesirable weed growth. Lawn areas shall receive one application in the fall, September or October and one application in the spring, March or April. Fertilizer shall be natural organic products designed to supplement nutrient deficiencies in the soil, with application rate and nutrient balance as recommended by the soil test report for turf maintenance.
3. Seeding: Application of grass seed shall be applied as needed to produce a full and healthy lawn. Grass seed shall be applied with a turf and lawn type spreader that drops the agent in a full coverage pattern. A spreader that drops the agent in lines leaving untreated areas in between is not suitable. In small close areas, a hand pushed cyclone type spreader should be used. Grass seed shall be applied in a manner to ensure even distribution. Lawns shall be seeded in the spring

between March and May and/or fall between September and mid October.

4. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded annually to reduce compaction and promote improved growing conditions. Plug-type aerators shall be used unless equipment access is not possible.
5. Yard Waste: All landscape waste materials must be managed on site. Plant debris shall be allowed to naturally decompose where appropriate; this includes mulched clippings on turf or wildflower areas, as well as naturally-occurring tree debris (dead falls) in forest areas. Any dead trees or logs that, in the opinion of the Project Officer, present a hazard, are unsightly, etc., shall be removed as needed. These trees, logs, etc., shall be removed and stumps cut flush to the ground level to allow mowers to go over them. The decomposed or composted product shall be reused on site for landscaping maintenance. The contractor shall maintain the compost pile in such a manner as to minimize odors and to provide a finished product which is uniformly decomposed and safe for contact with plant materials. An area for composting of yard waste will be designated by the Project Officer. When purchasing composted material, a minimum of 25% of compost material shall be purchased from the material generated under the food recycling program for EPA cafeteria.
6. Mulching: Throughout the year the contractor shall collect yard debris, i.e., limbs, shrub trimmings, pine cones, dead trees, etc. The debris shall be processed through a wood chipper/grinder and used as mulch in the plant beds and mulched walkways. Mulch around trees, shrubs, and shrub beds shall be loosened and weeds and grass removed prior to application of new mulch. Mulch shall be applied to bring the depth of the mulch to a minimum of six (6) inches. Mulch shall be placed around the trees, shrubs, and shrub bed and not against the trunk, or main stem. The contractor shall maintain all mulch paths to a minimum depth of 4" applied not more frequently than once each month.
7. Chemical Use: No chemical, including pesticides, fungicides and herbicides shall be used except in extreme circumstances. Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Natural and biological controls shall be exhausted before chemicals are proposed for use. (Note - sprays need not be the last resort if they are dormant oils or other non-toxic substance, only if they are toxic chemicals.) Applications shall be done by a target treatment method only to the plant or area infested at periods when the campus is least populated. Products shall be approved by the Project Officer prior to use.
8. Irrigation: Watering shall be closely monitored to prevent waste, and shall be applied at an even rate which minimizes runoff. (The water and water connections will be provided by the Government.) For areas where water must be transported, the Contractor shall provide the necessary containers and method of transport. Watering shall be accomplished early morning and late afternoon. Sprinkler systems shall be used where available. Area shall be inspected to ensure good coverage. Any areas that are not receiving the proper amount of water to promote healthy plants shall be watered by some other means.
9. Application of Lime: Application of lime to grass areas shall be done to maintain the grass in a healthy condition. Lawn areas shall receive one application in the fall, September or October and one application in the spring, March or April. Applications shall be made in accordance with the soil analysis.
10. Soil samples: The contractor shall collect soil samples every two years. Samples shall be taken to the North Carolina Department of Agriculture Soil Testing Division in Raleigh, North Carolina. Recommendations shall be sought for the specific planting area, (turf, wild flowers, wetland, etc.)

and shall specify organic methods. A copy of the USDA analysis and recommendations shall be provided to the Project Officer. The contractor shall discuss the recommendations with the Project Officer and a course of action shall be developed. A copy of the contractors plan/recommendations shall be provided to the Project Officer.

11. Disease Control: The trees, shrubs, and all other plants in the area shall be treated with natural environmentally preferable products in an effort to rid diseased plants of disease. Should this prove not to be effective the contractor shall discuss the conditions with the Project Officer.
12. Pruning of Shrubs and Trees:
 - a. Pruning of trees and shrubs shall be accomplished February to early March to insure that the health and survival of the plant is considered. Trees shall be kept free of dead or diseased wood, suckers, and rubbing branches. Cavities and decaying areas shall be cleaned to sound wood.
 - b. Shrubs shall be kept free of dead, diseased and/or interfering wood. Shearing shall not be permitted. Pruning shall be accomplished to maintain the natural characteristics and habits of the plant by feathering and lightly shaping as needed.
 - c. Flowering plants shall be pruned in accordance with acceptable standards of the nursery trade.
13. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizer shall be applied at the rate and frequency recommended by the nursery trade.
14. Shrub Trimming: This term pertains to those shrubs that are trimmed and/or shaped with shears to remove new growth outside the boundaries of the shape desired. This is not to be confused with pruning which is removal of branches and dead growth to allow the shrub to maintain its natural look. Trimming shall be accomplished with sharp, hand, or mechanical, shears. Growth will be cut off at the base of the new growth to insure that the size of the shrub is maintained.
15. Weed and Grass Removal: Grass and weeds shall be removed from around shrubs and trees to the edge of the mulched area. Grass and weeds shall be removed from joints in walks and paved areas.
16. Landscaping/Plant Replacement: Some plants will die, become unsightly or damaged without the contractor being at fault. In addition, plant materials may be required by the Government to extend existing beds or provide seasonal enhancement. The Contractor shall provide, install and maintain such plant materials as directed via the Optional Services portion of the contract.
17. Wild Flower Areas: In areas where wildflower meadows exist they consist of native warm-season grasses interplanted with annual and perennial wild flowers throughout the roadway back slopes and other non-traffic open areas. These areas shall be maintained by mowing with a bushhog or other mower to a height of 6" once each year (January) to suppress woody vegetation. More frequent mowings may be required if determined by the Project Officer and invoked via the Optional Services portion of the contract. Periodic mowing of adjacent turf areas shall not enter wildflower areas. Semi-annual (spring and fall) overseeding with wild flowers shall be performed to eliminate bare spots and provide seasonal flowering. Seed materials shall be furnished by the contractor for contractor application. Seeding and mowing shall be performed when soil moisture levels allow traffic without damage to the vegetation and slopes.
18. Wet Detention Pond: Where wet detention ponds exist the contractor shall be responsible for maintenance of the water quality pond. After each major rainfall event, the outlet structure, trash

rack, and emergency spillway shall be inspected and cleaned of accumulated debris. Any damage noted shall be immediately reported to the Project Officer. Vegetation growth within the pond shall be controlled by mechanical removal when more than one half of the water surface is covered. The operation of the slide gate shall be checked quarterly and results reported to the Project Officer. Mowing frequency for the tops and sides of the berm shall be as noted above for turfed areas. Access to the pond shall be maintained at all times.

19. **Bioretention Areas:** Some bioretention areas have been installed in lieu of wet detention ponds, to treat storm water runoff from paved areas. Each bioretention area consists of an intensively planted mini-wetland designed to naturally filter runoff through the plant root zones and porous planting mixture. A yard inlet located within the bioretention area, which is connected to the subsurface storm drainage piping system, accommodates overflow. Runoff treated by bioretention is discharged directly onto the surface without further treatment necessary. After each major rainfall event, each bioretention shall be inspected to ensure that it is functioning properly. Should inspection reveal damaged or broken piping the conditions shall be reported to the Project Officer. Accumulated debris must be removed from the inlet grates and composted on site. Displaced mulch or plants shall be returned to their original position. Planting soil shall be a porous mixture containing a high percentage of sand to insure adequate drainage. During periods of severe drought, supplemental watering of the plants may be required to insure their survival.
20. **Storm Water Drainage System:** After each major rain event, each curb inlets shall be inspected to ensure proper function (flow) and to remove accumulated debris. All clogs or other flow restrictions shall be removed before the next rainfall event. Should inspection reveal damaged or broken inlets, the conditions shall be reported to the Project Officer.
21. **Wetland Pond:** After each major rainfall event, the roof drain on the pond end of the drain pipe shall be inspected to ensure that it is not clogged and is functioning properly. Should inspection reveal damaged or broken pipes, the conditions shall be reported to the Project Officer. The open grass area shall be mowed once a year, in the late winter (February) to suppress woody plant growth.

Attachment A, Appendix I

Specifications for Landscaping Services

Environmental Research Center
Research Triangle Park, North Carolina

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, K.1. a-d.
2. Yard Waste: The contractor shall acquire a minimum of 25% of compost material from the material generated under the food recycling program for EPA cafeteria as set forth in the general landscaping specifications K.5.
3. Mulching: Mulch shall be placed around trees, shrubs, and shrub beds and loosened as needed. Weeds and grass shall be removed prior to adding new mulch. Mulch levels shall be maintained as set forth in the general specifications K.6. Throughout the year yard debris from the grounds shall be processed through a wood chipper/grinder and used on the grounds as set forth in the general landscaping specifications K.6.
4. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general landscaping specifications, K.7.
5. Site Irrigation: Watering of plants and grass shall be accomplished as set forth in the general specifications, K.8.
6. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general specifications K.7 and K.11.
7. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general specifications K.12. Clippings, limbs, branches from the pruning shall be mulched as set forth in the general specifications K.6.
8. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general specifications K.13.
9. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and

as set forth in the general specifications K.14.

10. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the Project Officer.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. Area 1 - Area 1 is identified as the area inside the perimeter road and consists of approximately 4.23 acres of lawn. This area is further defined as "immediate area" and area within 200 feet of the building.
2. Area 2 - Area 2 is identified as the area on the outside of the perimeter road and consists of approximately 18.25 acres of lawn. This area extends from Area 1 to the boundaries of the property line.

Attachment A, Appendix II

Specifications for Landscaping Services

Human Studies Facility
Chapel Hill, North Carolina

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general specifications, K.1. a-d.
2. Fertilizing: Application of fertilizer to grass areas shall be accomplished in the manner and frequency as set forth in the general specifications K.2.
3. Seeding: Application of grass seed shall be accomplished in the manner and frequency as set forth in the general grounds specifications, K.3.
4. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded, yearly at a minimum, to reduce compaction and promote improved growing as set forth in the general specifications, K.4.
5. Yard Waste: The contractor shall acquire a minimum of 25% of compost material from the material generated under the food recycling program for EPA cafeteria as set forth in the general grounds specifications K.5. Decomposed or composted products from the New Facility shall be used on this site for landscaping if available. Any yard waste generated at this site that cannot be used immediately shall be transported to the new facility and managed as stated in the general specifications K.5.
6. Mulching: Mulch shall be placed around trees, shrubs, and shrub beds and loosened as needed. Weeds and grass shall be removed prior to adding new mulch. Mulch levels shall be maintained as set forth in the general specifications K.6. Throughout the year yard debris from the grounds shall be processed through a wood chipper/grinder and used on the grounds as set forth in the general specifications K.6.
7. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general specifications, K.7.
8. Site Irrigation: Watering of plants and grass shall be accomplished as set forth in the general

specifications, K.8.

9. Application of Lime: Lime shall be applied at the rate and locations recommended by the N.C. Department of Agriculture soil sample analysis and as set forth in the general specifications K.9.
10. Soil Samples: Soil samples shall be taken from four to five representative areas on the grounds as set forth in the general specifications K.10.
11. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general specifications K.7 and K.11.
12. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general specifications K.12.a-c. Clippings, limbs, branches from the pruning shall be mulched as set forth in the general specifications K.6.
14. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general specifications K.13.
15. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and as set forth in the general specifications K.14.
16. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted as set forth in the general specification K.15. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the Project Officer.
17. General Landscaping/Plant Replacement: Landscaping and plant replacement shall be performed as set forth in the general landscaping specifications K.16.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS

1. This area is approximately 1 acre and is the area directly surrounding the facility. The area extends from the building out to the boundaries of the property.

Attachment A, Appendix III

Specifications for Landscaping Services

EPA New Facility
Research Triangle Park, North Carolina**A. WORK REQUIRED:**

1. This campus has been designed to demonstrate environmental protection. As such, it relies on native or adapted species of plants, leaves forests intact, and uses wetlands for storm water purification, and minimizes the uses of non-renewable resources for landscape maintenance. Areas of turf have been kept to the minimum, and areas disturbed during the construction of the facility have instead been planted with wildflower meadows for lower maintenance and enhanced wildlife and aesthetic benefits. The work approaches used under this contract shall comply fully with this intent.
2. The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, K.1. a-d.
2. Fertilizing: Application of fertilizer to grass areas shall be accomplished in the manner and frequency as set forth in the general landscaping specifications, K.2.
3. Seeding: Application of grass seed shall be accomplished in the manner and frequency as set forth in the general landscaping specifications, K.3.
4. Aerating: Lawn areas that are damaged due to foot traffic or vehicle traffic shall be aerated and seeded, yearly at a minimum, to reduce compaction and promote improved growing as set forth in the general landscaping specifications, K.4. Plug-type aerators shall be used unless equipment access is not possible.
5. Yard Waste: All landscape waste materials shall be managed on site and as set forth in the general landscaping specifications K.5.
6. Mulching: The contractor shall maintain the mulch paths to a minimum depth of 4". There are two mulch paths approximately 6' wide and 125 linear feet each. This would equate to a total of 500 cubic feet of mulch or approximately 20 yards. Mulch will be in place at the beginning of the

contract and shall be maintained. Throughout the year the contractor shall collect yard debris, process and apply it as set forth in the general landscaping specifications K.6.

7. Chemical Use: Hardy plant species, either native to or adapted to the local environment have been used throughout the campus, so the requirement for chemicals should be very rare. No chemical, including pesticides, fungicides and herbicides shall be used except in extreme circumstances. Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Natural and biological controls shall be exhausted before chemicals are proposed for use. (Note - sprays need not be the last resort if they are dormant oils or other non-toxic substance, only if they are toxic chemicals.) Applications shall be done by a target treatment method only to the plant or area infested at periods when the campus is least populated. Products shall be approved by the Project Officer prior to use.
8. Site Irrigation: Native and/or locally adapted species have been planted which minimize the need for supplemental irrigation beyond natural rainfall. Watering should be performed only when soil moisture levels threaten plant survival. Watering shall be closely monitored to prevent waste, and shall be applied at an even rate which minimizes runoff. Government furnished water is available at quick-connect couplers spaced at approximately 200-foot intervals throughout the site access roads and roadway islands. The contractor shall provide necessary containers and method of transport and delivery. The contractor shall operate **no more than 10** quick-disconnect couplers at any time on the campus. Areas shall be inspected to ensure good coverage. Any areas that are not receiving the proper amount of water to promote healthy plants shall be watered by some other means.
9. Plaza Irrigation: The raised planters in the Area C main entrance plaza are irrigated by a drip irrigation system with soil moisture sensor and automated metering system. The system consists of approximately 2300 linear feet of 0.9-12xx supply line buried beneath the soil on the plaza. The system is connected to the site potable water system from the access road BB, and the system controller is located in room 25.007. The irrigation shall be performed as set forth in the general landscaping specifications K.8.
10. Application of Lime: Lime shall be applied at the rate and locations recommended by the N.C. Department of Agriculture soil sample analysis and as set forth in the general landscaping specifications K.9.
11. Soil Samples: Soil samples shall be taken from 10 to 15 representative areas on the grounds as set forth in the general landscaping specifications K.10.
12. Disease Control: All plants and grass shall be inspected on a regular basis for disease. Should any plants and grass be diseased, the affected area shall be treated as set forth in the general landscaping specifications K.7 and K.11.
13. Pruning of Shrubs and Trees: Pruning of shrubs, trees and flowering plants shall be as set forth in the general landscaping specifications K.12.a-c. Clippings, limbs, and branches from the pruning shall be mulched and used on the grounds as set forth in the general landscaping specifications K.6.
14. Fertilizing of Shrubs, Trees and Plants: The appropriate fertilizers shall be applied to shrubs, trees and plants at the appropriate frequency and rate as set forth in the general landscaping specifications K.13.

15. Shrub Trimming: Shrub Trimming shall be accomplished at the appropriate time and frequency and as set forth in the general landscaping specifications K.14.
16. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted as set forth in the general landscaping specifications K.15. Cultural and natural methods shall be used. Should this prove not to be effective alternative methods shall be discussed with the Project Officer.
17. General landscaping/Plant Replacement: Landscaping and plant replacement shall be performed as set forth in the general landscaping specifications K.16.
18. Wild Flower Areas: There are 7.4 acres of wild flowers. The first six seasonal planting of the flowers(3 years, Spring and Fall each year), will be accomplished by the construction/landscape contractor. The wild flower areas shall be maintained as set forth in the general landscaping specifications K.17.
19. Wet Detention Pond: The contractor shall be responsible for maintenance of the water quality pond located south of the Area H High Bay. It shall be maintained as set forth in the general landscaping specifications K.18.
20. Bioretention Areas: Ten bioretention areas which cover approximately 20,170 square feet or .46 acre, have been installed in lieu of wet detention ponds, to treat storm water runoff from paved areas. These areas shall be maintained as set forth in the general landscaping specifications K.19.
21. Storm Water Drainage System: Number of inlets are as follows: Curb inlet (16), drop inlet (24), yard inlet (18), pavement inlet (6), slab top inlet (2), and trench drain (2 or 38 linear feet). These inlets shall be maintained as set forth in the general landscaping specifications K.20.
22. Wetland Pond: A 1-acre wetland area, fed by the building roof drains, has been constructed adjacent to the existing lake. Approximately 0.2 acres of open water, with a maximum depth of 9', is surrounded by wetland plantings and a 0.5 acre open grass area. Water level in the pond remains equal to the lake level through an 8" diameter transfer pipe buried approximately 4" below the water level. After each major rainfall event, the roof drain on the pond end of the transfer pipe shall be inspected to ensure that it is not clogged and is functioning properly. The open grass area shall be mowed once a year, in the late winter (February) to suppress woody plant growth. The wetland pond shall be maintained as set forth in the general landscaping specifications K.21.

C. THE AREAS REQUIRING SERVICES ARE DEFINED AS FOLLOWS:

1. There are approximately 38 acres of turf on this site which include type 1, 2 and sod.
 - a. There are approximately 10 acres of type 1 and sod, which require mowing on a regular basis as described in the general landscaping specifications in K.1.a.
 - b. There are approximately 28 acres of type 2, which require mowing approximately once a year.
2. The grounds are divided into 4 areas to simplify identification for any work and discussions

concerning the grounds. The areas are listed below and identified on the attached map.

- a. Area 1- the north entrance from Alexander Drive to Lakeview Drive.
- b. Area 2 - the area from Lakeview Drive to the first entrance to the facility and it also covers the area around the National Computer Center.
- c. Area 3 - the area around the facility, all sides including the lake side. This area begins at the first entrance and ends just beyond the High Bay area.
- d. Area 4- the area from the High Bay to the south entrance to the facility from Hopson Road. This also includes the area on a portion of Facilities Lane which leads to the Central Utility Plant.

Attachment A, Appendix IV

Specifications for Landscaping Services

Jenkins Road
Research Triangle Park, North Carolina

A. WORK REQUIRED:

The contractor shall furnish the necessary personnel, supplies, materials, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incident to the performance of the work detailed below.

B. WORK REQUIREMENT DETAILS:

1. Mowing and Trimming: Grass shall be mowed and trimmed at the frequency and with the proper equipment as set forth in general landscaping specifications, K.1.a-d. The exception to the general specifications for this area is, grass may reach a height of 6-7 inches and cut to a height of 3-4 inches. Areas of grass along Jenkins Road and road leading into the site shall be mowed when it reaches a height of 7 to 8 inches and cut to a height of 4 inches. There are approximately 2 acres of grass at this site.
2. Chemical Use: Integrated Pest Management practices shall be employed to control harmful levels of pests, fungus, and insects. Sprays shall be used only as a last resort as set forth in the general grounds specifications, K.7.
3. Weed and Grass Removal: Weeds and grass shall be removed from areas where it is unwanted. Cultural and natural methods shall be used. Should this prove not to be effective, alternative methods shall be discussed with the Project Officer.

ATTACHMENT 2

INSPECTION FORM

Landscape Inspections

Chapel Hill			
Item	Criteria	Overall Rating	Date Inspected & Comments
Mowing & Trimming and Edging	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	_____ _____ _____	Comments:
Irrigation	Plants watered and healthy	_____	Comments:
Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	_____ _____	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	_____ _____	Comments:

Trimming and Pruning of Shrubs, Trees and Plants	Shrubs trimmed and shaped appropriately Shrubs , trees and plants have been pruned appropriately	_____ _____	Comments:
--	---	--------------------	-----------

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

ERC			
Item	Criteria	Overall Rating	Date Inspected & Comments
Mowing and Trimming	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	_____ _____ _____	Comments:
Irrigation	Plants watered and healthy	_____	Comments:

Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	 	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	 	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

New Facility			
Item	Criteria	Overall Rating	Date Inspected & Comments

Mowing and Trimming	Grass appropriate height Sidewalk edged Clippings removed from sidewalk	<hr/> <hr/> <hr/>	Comments:
Irrigation	Plants watered and healthy	<hr/>	Comments:
Weed and Grass Removal	Shrub and tree areas are weed and grass free Walkways and paved areas are weed and grass free	<hr/> <hr/> <hr/>	Comments:
Mulched Areas	Sufficient mulch around trees, shrubs and bed areas Areas free of weeds and grass	<hr/> — <hr/> —	Comments:

E=Excellent
 S=Satisfactory
 N=Needs Attention
 U=Unsatisfactory

Landscape Inspections

New Facility			
Item	Criteria	Overall Rating	Date Inspected & Comments

Wet Detention Pond/Biorete ntion Areas/Stormw ater Drainage System/Wetla nd Pond (1)	<p>Outlet structure, trash track and spillway in wet detention pond are clean</p> <p>Inlet grates in bioretention areas are free of debris and pipes in good condition</p> <p>Plants in bioretention areas have been watered during drought periods</p> <p>Curb inlets in stormwater drainage sysrem are free of debris and inlets are in good condition</p> <p>Drain pipe in wetland pond is free of debris and pipe is in good condition</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	Comments:
Trimming and Pruning of Shrubs, Trees and Plants	<p>Shrubs trimmed and shaped appropriately</p> <p>Shrubs, trees and plants have been pruned appropriately</p>	<p>_____</p> <p>_____</p>	Comments:

E=Excellent
S=Satisfactory
N=Needs Attention
U=Unsatisfactory

ATTACHMENT 3

QUALITY ASSURANCE PLAN

Quality Assurance Plan

ERC

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Quality Assurance Plan

New Facility

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Wet Detention Pond/Bioretention Areas/Stormwater Drainage System/Wetland Pond (1)

Outlet structure, trash track and spillway in wet detention pond are clean
Inlet grates in bioretention areas are free of debris pipes are in good condition
Plants in bioretention areas have been watered during drought periods
Curb inlets in stormwater drainage system are free of debris and inlets are in good condition
Drain pipe in wetland pond is free of debris and pipe is in good condition

Trimming and Pruning of Shrubs, Trees and Plants

Shrubs have been trimmed and shaped appropriately

Shrubs, trees and plants have been pruned appropriately

Quality Assurance Plan

Chapel Hill

Mowing & Trimming

Grass maintained at appropriate height
Grass along sidewalk edged
Grass clippings removed from walkways

Irrigation

Plants watered and healthy

Weed and Grass Removal

Shrub and tree areas are weed and grass free
Walkways and paved areas are weed and grass free

Mulched Areas

There is sufficient mulch around trees, shrubs and bed areas
Mulched areas are free of weeds and grass

Trimming and Pruning of Shrubs, Trees and Plants

Shrubs have been trimmed and shaped appropriately
Shrubs, trees and plants have been pruned appropriately

ATTACHMENT 4

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised

provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the

invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and

reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an

advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if

applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-01-11949 for the procurement of Landscaping for EPA Facilities at RTP and Chapel Hill. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to

Sincerely,

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE**S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N****(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)**

Name of Offeror: _____
 Contract Number: _____
 Contract Title: _____
 Contract Value: _____
 Type of Contract: _____ Period of Performance: _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

ATTACHMENT 7

WAGE DETERMINATION

94-2401 NC, RALEIGH 10/30/01

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2401
Director	Wage Determinations	Revision No.: 21
		Date Of Last Revision: 10/12/2001

State: North Carolina

Area: North Carolina Counties of Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake, Warren

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.65
Accounting Clerk II	11.00
Accounting Clerk III	12.59
Accounting Clerk IV	15.86
Court Reporter	14.32
Dispatcher, Motor Vehicle	14.59
Document Preparation Clerk	10.87
Duplicating Machine Operator	10.87
Film/Tape Librarian	12.23
General Clerk I	8.02
General Clerk II	8.54
General Clerk III	10.91
General Clerk IV	12.07
Housing Referral Assistant	16.62
Key Entry Operator I	7.92
Key Entry Operator II	9.17
Messenger (Courier)	8.07
Order Clerk I	11.14
Order Clerk II	12.27
Personnel Assistant (Employment) I	11.62
Personnel Assistant (Employment) II	13.04
Personnel Assistant (Employment) III	13.27
Personnel Assistant (Employment) IV	13.67
Production Control Clerk	13.29
Rental Clerk	13.62
Scheduler, Maintenance	13.62
Secretary I	13.62
Secretary II	13.87
Secretary III	14.28
Secretary IV	17.61

Secretary V	20.81
Service Order Dispatcher	12.23
Stenographer I	12.33
Stenographer II	14.06
Supply Technician	15.18
Survey Worker (Interviewer)	12.45
Switchboard Operator-Receptionist	10.57
Test Examiner	13.87
Test Proctor	13.87
Travel Clerk I	7.87
Travel Clerk II	8.38
Travel Clerk III	8.94
Word Processor I	9.97
Word Processor II	11.20
Word Processor III	13.94
Automatic Data Processing Occupations	
Computer Data Librarian	10.47
Computer Operator I	12.04
Computer Operator II	16.10
Computer Operator III	16.36
Computer Operator IV	18.96
Computer Operator V	20.76
Computer Programmer I (1)	14.20
Computer Programmer II (1)	17.66
Computer Programmer III (1)	21.64
Computer Programmer IV (1)	25.63
Computer Systems Analyst I (1)	20.76
Computer Systems Analyst II (1)	24.74
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.02
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.54
Automotive Glass Installer	14.60
Automotive Worker	14.60
Electrician, Automotive	12.33
Mobile Equipment Servicer	13.30
Motor Equipment Metal Mechanic	15.21
Motor Equipment Metal Worker	14.60
Motor Vehicle Mechanic	16.54
Motor Vehicle Mechanic Helper	12.18
Motor Vehicle Upholstery Worker	13.81
Motor Vehicle Wrecker	14.60
Painter, Automotive	14.60
Radiator Repair Specialist	14.60
Tire Repairer	12.85
Transmission Repair Specialist	16.21
Food Preparation and Service Occupations	
Baker	8.76
Cook I	7.78
Cook II	8.76
Dishwasher	6.65
Food Service Worker	6.65

Meat Cutter	10.07
Waiter/Waitress	6.27
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.83
Furniture Handler	10.72
Furniture Refinisher	15.83
Furniture Refinisher Helper	12.44
Furniture Repairer, Minor	14.14
Upholsterer	15.83
General Services and Support Occupations	
Cleaner, Vehicles	6.65
Elevator Operator	6.65
Gardener	8.95
House Keeping Aid I	6.13
House Keeping Aid II	6.65
Janitor	6.65
Laborer, Grounds Maintenance	7.21
Maid or Houseman	6.13
Pest Controller	9.51
Refuse Collector	6.65
Tractor Operator	8.37
Window Cleaner	7.21
Health Occupations	
Dental Assistant	11.41
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.31
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	9.77
Medical Laboratory Technician	11.24
Medical Record Clerk	10.68
Medical Record Technician	13.54
Nursing Assistant I	7.92
Nursing Assistant II	8.90
Nursing Assistant III	9.71
Nursing Assistant IV	10.90
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	15.81
Exhibits Specialist I	16.98
Exhibits Specialist II	21.02
Exhibits Specialist III	25.73
Illustrator I	15.63
Illustrator II	19.35
Illustrator III	23.68

Librarian	18.68
Library Technician	12.45
Photographer I	13.97
Photographer II	15.63
Photographer III	19.35
Photographer IV	23.68
Photographer V	28.23
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	7.38
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90
Presser, Machine, Drycleaning	6.90
Presser, Machine, Shirts	6.90
Presser, Machine, Wearing Apparel, Laundry	6.90
Sewing Machine Operator	7.81
Tailor	8.64
Washer, Machine	6.72
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.30
Tool and Die Maker	19.10
Material Handling and Packing Occupations	
Forklift Operator	12.44
Fuel Distribution System Operator	15.30
Material Coordinator	14.66
Material Expediter	14.66
Material Handling Laborer	11.34
Order Filler	9.36
Production Line Worker (Food Processing)	10.80
Shipping Packer	10.90
Shipping/Receiving Clerk	10.90
Stock Clerk (Shelf Stocker; Store Worker II)	10.60
Store Worker I	8.33
Tools and Parts Attendant	10.80
Warehouse Specialist	10.80
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.02
Aircraft Mechanic Helper	13.88
Aircraft Quality Control Inspector	19.17
Aircraft Servicer	16.26
Aircraft Worker	17.23
Appliance Mechanic	15.83
Bicycle Repairer	12.85
Cable Splicer	17.07
Carpenter, Maintenance	15.83
Carpet Layer	14.98
Electrician, Maintenance	16.54
Electronics Technician, Maintenance I	17.09
Electronics Technician, Maintenance II	18.04
Electronics Technician, Maintenance III	19.09
Fabric Worker	14.14

Fire Alarm System Mechanic	16.54
Fire Extinguisher Repairer	13.30
Fuel Distribution System Mechanic	16.54
General Maintenance Worker	14.98
Heating, Refrigeration and Air Conditioning Mechanic	16.54
Heavy Equipment Mechanic	16.54
Heavy Equipment Operator	15.13
Instrument Mechanic	18.61
Laborer	6.65
Locksmith	15.83
Machinery Maintenance Mechanic	16.54
Machinist, Maintenance	16.54
Maintenance Trades Helper	12.44
Millwright	16.54
Office Appliance Repairer	15.83
Painter, Aircraft	15.83
Painter, Maintenance	15.83
Pipefitter, Maintenance	16.54
Plumber, Maintenance	15.83
Pneudraulic Systems Mechanic	16.54
Rigger	16.54
Scale Mechanic	14.98
Sheet-Metal Worker, Maintenance	16.54
Small Engine Mechanic	14.98
Telecommunication Mechanic I	16.54
Telecommunication Mechanic II	19.14
Telephone Lineman	16.54
Welder, Combination, Maintenance	16.54
Well Driller	16.54
Woodcraft Worker	16.54
Woodworker	13.30
Miscellaneous Occupations	
Animal Caretaker	7.69
Carnival Equipment Operator	7.28
Carnival Equipment Repairer	7.79
Carnival Worker	6.65
Cashier	6.13
Desk Clerk	7.09
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.57
Recreation Specialist	8.87
Recycling Worker	8.37
Sales Clerk	6.57
School Crossing Guard (Crosswalk Attendant)	6.65
Sport Official	9.02
Survey Party Chief (Chief of Party)	12.44
Surveying Aide	5.33
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.26
Swimming Pool Operator	10.07

Vending Machine Attendant	8.37
Vending Machine Repairer	10.07
Vending Machine Repairer Helper	8.37
Personal Needs Occupations	
Child Care Attendant	6.77
Child Care Center Clerk	8.90
Chore Aid	6.13
Homemaker	9.88
Plant and System Operation Occupations	
Boiler Tender	16.54
Sewage Plant Operator	15.83
Stationary Engineer	17.40
Ventilation Equipment Tender	12.44
Water Treatment Plant Operator	15.83
Protective Service Occupations	
Alarm Monitor	10.32
Corrections Officer	11.35
Court Security Officer	18.01
Detention Officer	18.01
Firefighter	18.32
Guard I	7.93
Guard II	8.90
Police Officer	17.70
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.96
Hatch Tender	12.96
Line Handler	12.96
Stevedore I	14.16
Stevedore II	15.77
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	16.02
Archeological Technician II	20.03
Archeological Technician III	22.25
Cartographic Technician	19.35
Civil Engineering Technician	19.35
Computer Based Training (CBT) Specialist/ Instructor	19.67
Drafter I	13.34
Drafter II	14.98
Drafter III	16.76
Drafter IV	20.75
Engineering Technician I	14.08
Engineering Technician II	15.99
Engineering Technician III	16.31
Engineering Technician IV	21.13
Engineering Technician V	24.98
Engineering Technician VI	30.23
Environmental Technician	16.49
Flight Simulator/Instructor (Pilot)	23.44
Graphic Artist	19.67

Instructor	16.57
Laboratory Technician	14.23
Mathematical Technician	18.45
Paralegal/Legal Assistant I	14.22
Paralegal/Legal Assistant II	18.06
Paralegal/Legal Assistant III	22.09
Paralegal/Legal Assistant IV	26.72
Photooptics Technician	18.45
Technical Writer	22.97
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	16.36
Weather Observer, Senior (3)	16.36
Weather Observer, Upper Air (3)	16.36
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.30
Parking and Lot Attendant	10.36
Shuttle Bus Driver	11.91
Taxi Driver	10.36
Truckdriver, Heavy Truck	15.13
Truckdriver, Light Truck	11.91
Truckdriver, Medium Truck	16.26
Truckdriver, Tractor-Trailer	15.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.